

**City of Round Rock
REQUEST FOR PROPOSALS**

CONSULTANT SERVICE TO DEVELOP THE CITY'S HAZARD MITIGATION ACTION PLAN

**PART I
GENERAL**

1. PURPOSE:

The City of Round Rock, Texas seeks proposals from qualified consultants to provide assistance for development and completion of a FEMA-approved Hazard Mitigation Action Plan (HMAP) to fulfill federal, state and local hazard mitigations planning responsibilities.

2. DEFINITIONS: The following definitions will be used for identified terms throughout the specification and proposal document:

- 2.1** Agreement – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services and obligating the City to pay for it.
- 2.2** City – Identifies the City of Round Rock, Travis and Williamson County, Texas.
- 2.3** Deliverables - The goods, products, materials, and/or services to be provided to the City by Respondent if awarded the agreement.
- 2.4** Goods - Represent materials, supplies, commodities and equipment.
- 2.5** Improvement – Describes any work or modification to City property that adds to the overall value of the property.
- 2.6** Proposal - Complete, properly signed response to a Solicitation that if accepted, would bind the Respondent to perform the resulting contract.
- 2.7** Proposer/Respondent - Identifies persons and entities that submit a proposal.
- 2.8** Purchase Order - Is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Respondent, becomes a contract. The Purchase Order is the Respondent's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
- 2.9** Services - Work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- 2.10** Subcontractor - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the City.
- 2.11** Vendor (Sometimes referred to as Contractor) - A person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an agreement or purchase order.

3. CONFLICT OF INTEREST:

Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

City of Round Rock
City Secretary
221 East Main Street
Round Rock, Texas 78664

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's proposal.

4. CITY CONTACT:

All questions, clarifications or requests for general information are to be directed to:

Carolyn Brooks
Purchaser
221 E Main St
Round Rock, TX 78664
Fax (512) 218-7028
Telephone (512)-218-5457
cmb@round-rock.tx.us

The individual above may be contacted for clarification of the specifications of this Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the City. Under no circumstances will private meetings be scheduled between Respondents and city staff.

5. EX PARTE COMMUNICATION:

Please note that to insure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the proposals prior to the time a formal decision has been made. Questions and other communication from Respondents will be permissible until 5:00 p.m. on the day specified as the deadline for questions. Any communication between Respondent and the City after the deadline for questions will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration of award of the solicitation then in evaluation, or any future solicitations.

PART II
INSTRUCTIONS

1. PROPOSAL SCHEDULE:

It is the City's intention to comply with the following proposal timeline:

- | | | |
|------------|---|---------------------|
| 1.1 | Request for Proposals released | May 8, 2010 |
| 1.2 | Deadline for questions | May 17, 2010 |
| 1.3 | City responses to all questions/addendums | May 18, 2010 |
| 1.4 | Responses for RFP due by 3:00 p.m. | May 25, 2010 |

All questions regarding the RFP shall be submitted in writing by 5:00 p.m. on May 17, 2010. A copy of all the questions submitted and the City's response to the questions should be posted on our webpage, <http://www.roundrocktexas.gov/home/index.asp?page=463>. Questions shall be submitted to the City contact named above.

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Respondents through notification on our webpage and email.

2. PROPOSAL DUE DATE:

2.1 Signed and sealed proposals are due no later than 3:00 p.m., May 25, 2010, to the Purchasing Department. Mail or carry sealed proposals to:

**City of Round Rock, Texas,
Purchasing Office
221 E. Main Street
Round Rock, Texas 78664-5299**

2.2 Proposals received after this time and date will not be considered.

2.3 Sealed proposals should be clearly marked on the outside of packaging with the RFP title, number, due date and **"DO NOT OPEN"**.

2.4 Facsimile or electronically transmitted proposals are **not acceptable**.

2.5 Late Proposals properly identified will be returned to Respondent unopened if return address is provided.

3. PROPOSAL SUBMISSION REQUIREMENTS:

To achieve a uniform review process and obtain the maximum degree of comparability, the proposals shall be organized in the manner specified below. Proposals shall not exceed twelve (12) pages in length (excluding resumes, title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as on side of a single-spaced, typed, 8 1/2" X 11" sheet of paper.

3.1 Title Page (1 page) Show the RFP title and number, the name of your firm, address, telephone number(s) name of contact person and date.

3.2 Letter of Transmittal (1 page)

3.2.1 Identify the RFP project for which proposal has been prepared.

3.2.2 Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.

3.2.3 Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address and telephone numbers

3.2.4 The letter of each proposal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the proposal must be clearly shown immediately below the signature.

3.3 Table of Contents (1 page) – Clearly identify the materials by Section and Page Number.

3.4 Proposal Narrative (limited to 10 total pages)

3.4.1 Previous Performance/Experience

3.4.1.1 Provide detailed information on experience with previous Disaster Mitigation Plans and Plan updates including knowledge of Current FEMA plan requirements.

3.4.1.2 Provide a representative list of projects of a scale and complexity similar to the project being considered by the City. The list should include the project location, client, services provided by your firm for the project, term of services and an owner contact name.

3.4.1.3 Provide at least three references for which your firm has provided the same or similar services. Include a point of contact, current telephone number and a brief description of the services provided. Any negative responses received may result in disqualification

from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**

3.4.2 Key Project Staff and Sub-consultants

3.4.2.1 Identify key project staff, task leaders and sub-consultants along with their expected services for the scope of work on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The City reserves the right to approve or disapprove all sub-consultants prior to any work being performed.

3.4.3 Available Resources and Consultant Location

3.4.3.1 Business History: Provide information on size, resources and business history of the firm

3.4.3.2 Provide information on personnel resources available to your firm, which indicates that you have access to the services necessary to perform the work in the time available and within the required standard.

3.4.3.3 Describe the firm's location where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the Contract.

3.4.4 Project Understanding and Methodology

3.4.4.1 Consultant shall demonstrate a thorough knowledge and understanding of natural and manmade hazards, the State of Texas HMAP and FEMA's requirements for Disaster Mitigation Plans.

3.5 Submit one (1) original and eight (8) copies of materials that demonstrate their experience in performing services of this scale and complexity. It is recommended that proposals not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

4. DISCLOSURE OF LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty.

5. CONFIDENTIALITY OF CONTENT:

5.1 All proposals submitted in response to this RFP shall be held confidential until a contract is awarded. Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

5.2 If a Respondent believes that a proposal or parts of a proposal are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the contract is awarded.

6. CLARIFICATION OF PROPOSALS:

The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP close date has passed.

7. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to this solicitation or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Respondent.

8. EVALUATION CRITERIA:

All proposals received shall be evaluated based on the best value for the City. In determining best value, the City may consider:

- 8.1** Cost;
- 8.2** Previous Experience and Past Performance;
- 8.3** Key Project Staff and Sub-consultants;
- 8.4** Available Resources and Consultant Location
- 8.5** Project Understanding and Methodology
- 8.6** Any relevant criteria specifically listed in the solicitation.

9. EVALUATION PROCESS:

- 9.1** A team comprised of City Staff and others as appropriate will review the responses to the RFP.
- 9.2** Interviews and/or demonstrations may be conducted with any Respondent to discuss their qualifications, resources and ability to provide the service specified.
 - 9.2.1** Upon completion of the evaluation, the selection team may recommend a Respondent for award of the project or service identified.
 - 9.2.2** An agreement with the recommended respondent may then be negotiated. This process will be completed with the City Council's authorization to the Mayor for the execution of the agreement or the execution of the agreement by the City Manager.
- 9.3** The City reserves the right to negotiate with any and all Respondents.
- 9.4** The City also reserves the right to reject any or all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received and to revise the process as circumstances require.

**PART III
SPECIFICATIONS**

1. SCOPE OF WORK:

The City of Round Rock, Texas intends to contract with a qualified consultant to assist with the developing a Hazard Mitigation Plan to promote pre and post disaster mitigation measures, short/long range strategies that minimize suffering, loss of life and damage to property resulting from hazardous and potentially hazardous conditions to which citizens and institutions within the City are exposed; and to eliminate or minimize conditions which would have an undesirable impact on our citizens, the economy, environment and well-being of the City.

2. CRITICAL REQUIREMENTS:

- 2.1** The City HMAP shall meet or exceed Interim Final Rule of Local Mitigation Planning found in 44 CFR 201.6.
- 2.2** Natural hazards assessed by this plan shall be coordinated with current FEMA-approved version of State Hazard Mitigation Plan at a minimum.
- 2.3** The Project shall be completed including full FEMA approved, no later than February 12, 2012.
- 2.4** The City HMAP will be submitted to the State no later than eight (8) months prior to the end of the original performance period, so that the State can submit the plan to FEMA no later than six (6) months prior to the end of the original performance period.
- 2.5** A complete and accurate crosswalk will be submitted to the State and FEMA when review is requested.
- 2.6** A copy of the awarded contract will be forwarded to the State with the first quarterly report following the award, along with a report from the Excluded Parties List System (www.epls.gov) showing that the chosen contractor is not currently excluded from doing business with the Federal Government.
- 2.7** Quarterly Progress Report will be submitted to the Texas Division of Emergency Management (TDEM), Texas Department of Public Safety, no later than October 15th, January 15th, and April 15th of each year until the project is completed.

3. CONSULTANT SERVICE REQUIREMENTS:

Interested Proposers shall have extensive knowledge and expertise and be able to demonstrate their proven ability to coordinate, evaluate and develop a FEMA-approved HMAP. Consulting service shall include, but not be limited to:

- 3.1** Meeting the critical requirements above.
- 3.2** Reviewing and analyzing existing natural and manmade hazards in all areas of the City.
- 3.3** Becoming knowledgeable of existing hazards and how these hazards may impact existing and future development, property and lives in the City
- 3.4** Hosting a series of City interactive workshops, to include, but not limited to mitigation strategy and capability and risk assessment workshops, which shall involve the identification and review of relevant plans, policies and programs already in place, such as land use plans, flood control programs, natural resource studies, zoning ordinances, building codes, subdivision regulations, post-disaster public assistance grants and capital improvement plans.

4. DATA COLLECTION AND ANALYSIS:

The consultant shall collect the necessary data to evaluate the potential for natural and manmade disasters in the City. Information shall also be obtained on area history, property status, infrastructure, land use and other relevant subjects in order to comprehensively analyze all aspects of the City. This shall include utilizing all current plans associated with disaster and emergency response efforts.

5. UPDATES AND REPORTS:

The consultant shall provide the City with updates detailing the progress, data analysis, modeling and plan development for FEMA reporting. All soft match contributions shall be tabulated by the consultant and submitted with the updates and final reports. A draft HMAP shall be submitted and include all required sections by FEMA and input from the community for the City's review. The consultant shall submit the final HMAP as revised by the City to FEMA, the City.

6. COST PROPOSAL:

Material and labor cost shall be specific and considered reasonable. "Cost plus" type proposal will not be accepted.

7. DELIVERABLES:

The Vendor shall provide, but not be limited to, each item listed in the RFP. Additionally, the Vendor shall provide:

- 7.1** Ten printed and bound copies of its final Disaster Mitigation Plan,
- 7.2** Ten electronic copies of the plan on CD in PDF format, and
- 7.3** A written summary of the process by which the final plan was developed for the City, including meeting schedules, agendas, notes, rosters of attendees and soft match contributions made by the City to meet the requirements of the FEMA Disaster Mitigation Planning Grant Award.

8. INVOICING: Vendor shall submit one original and one copy of invoice to the following address:

**City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664-5299**

1. PROMPT PAYMENT POLICY:

Payments will be made within thirty days after the City receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 1.1 There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 1.2 The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 1.3 There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 1.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement.

2. **OVERCHARGES:**

Contractor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.

**PART IV
TERMS AND CONDITIONS**

1. **LABOR:**

The Vendor shall provide all labor and goods necessary to perform the project. The Vendor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.

2. **EXCEPTIONS:**

Any variation from this specification shall be indicated on the response or on a separate attachment to the response. The sheet shall be labeled as such.

3. **STANDARDIZATION:**

The City of Round Rock is committed to procuring quality goods and equipment. We encourage manufacturers to adopt the International Organization for Standardization (ISO) 9001-9003, latest revision standards, technically equivalent to the American National Standards Institute/American Society for Quality Control (ANSI/ASQC Q91-93 1987), and obtain certification. Adopting and implementing these standards is considered beneficial to the manufacturer, the City, and the environment. It is the City's position that the total quality management concepts contained within these standards can result in reduced production costs, higher quality products, and more efficient use of energy and natural resources. Manufacturers should note that future revisions to this specification might require ISO certification.

4. **ENVIRONMENT:**

It is the intent of the City to purchase good and equipment having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

5. **DAMAGE:**

The Vendor shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

6. **WORKPLACE:**

The City is committed to maintaining an alcohol and drug free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Vendor, Vendor's employees, subcontractor(s) or subcontractor (s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.

7. **NON-APPROPRIATION:**

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8. **SELLING, TRANSFERING OR ASSIGNING RESPONSIBILITIES:**

The Vendor shall not sell, transfer or assign the service required by this agreement without the prior written consent of the City. The agreement and the monies which may become due are not assignable, except with the prior written approval of the City.

9. **INTERLOCAL COOPERATIVE CONTRACTING:**

Other governmental entities may be extended the opportunity to purchase off of the City of Round Rock's solicitation, with the consent and agreement of the successful vendor(s) and the City of Round Rock. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

10. **ABANDONMENT OR DEFAULT:**

A Vendor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.

11. **RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION:**

The City shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the agreement at no additional cost to the City, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the agreement.

THE AWARDED PROPOSER AGREES TO EXECUTE ANY NON-EXCLUSIVE COPYRIGHT ASSIGNMENTS OR REPRODUCTION AUTHORIZATIONS THAT MAY BE NECESSARY FOR THE CITY TO UTILIZE THE RIGHTS GRANTED IN THIS SUBPARAGRAPH.

12. **COMPLIANCE WITH LAWS:**

The Vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of its compliance.

13. **CODES, PERMITS AND LICENSES:**

The Vendor shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the City of Round Rock, Texas, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the

specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (City of Round Rock fees and costs will be waived).

14. **INDEMNIFICATION:**

The Vendor shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Respondent, its officers, agents, servants, and employees; provided, however, that the successful Respondent shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.

15. **INSURANCE:**

The Vendor shall meet or exceed ALL insurance requirements set forth by the City as identified in **Attachment A** to the specifications. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.

16. **GOVERNING LAW:**

Any resulting agreement shall be governed by and construed in accordance with the Laws of the State of Texas.

17. **LIENS:**

The Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

18. **VENUE:**

Both the City and the Vendor agree that venue for any litigation arising from a resulting agreement shall lie in Williamson County.

19. **INDEPENDENT CONTRACTOR:**

19.1. It is understood and agreed that the Vendor shall not be considered an employee of the City.

19.2. The Vendor shall not be within protection or coverage of the City's Worker's Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.